

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 34	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-07-C-0142		<b>3. Effective Date</b> 2007JUN08		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> U.S. ARMY TACOM LCMC AMSTA-AQ-ABGA SHERRI HENDERSON (586)574-8880 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: 00 <b>e-mail address:</b> SHERRI.HENDERSON@US.ARMY.MIL		<b>Code</b> W56HZV	<b>6. Administered By (If Other Than Item 5)</b> OFFICE OF NAVAL RESEARCH (ONRRO) ATLANTA REGION OFFICE 100 ALABAMA ST., NW SUITE 4R15 ATLANTA, GA 30303-3104		<b>Code</b> N66020		
				<b>SCD C PAS NONE</b>		<b>ADP PT N62879</b>	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> UNIVERSITY OF DELAWARE 162 HULLIHEN CT ROOM 112 NEWARK, DE 19711-3649  TYPE BUSINESS: Other Educational				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)			
				<b>9. Discount For Prompt Payment</b>			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>Code</b> 015X1				<b>Facility Code</b>		<b>To The Address Shown In:</b>	
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>	<b>12. Payment Will Be Made By</b> DFAS-CH CODE FP P.O. BOX 118054 CHARLESTON SC 29423-8054		<b>Code</b> N68892		
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1)			<b>14. Accounting And Appropriation Data</b> ACRN: AA 21 62040000066N6N7EP6330052516 S20113 W56HZV				
<b>15A. Item No.</b> SEE SCHEDULE	<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Cost Contract	<b>15C. Quantity</b>	<b>15D. Unit</b>	<b>15E. Unit Price</b>	<b>15F. Amount</b>		
				KIND OF CONTRACT: Research and Development Contracts			
<b>15G. Total Amount Of Contract</b>						\$1,580,008.86	
<b>16. Table Of Contents</b>							
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Contracting Officer Will Complete Item 17 Or 18 As Applicable							
<b>17.</b> <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> DEREK MCALEER DEREK.MCALEER@US.ARMY.MIL (586)574-8093			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2007JUN08	

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SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	MAR/2006

(a) Contract Number W56HZV-07-C-0142 is awarded to University of Delaware. The Government accepts your proposal dated October 12, 2006 in response to Solicitation Number: W56HZV-06-R-0478, signed by David P. Roselle, President of your university.

(b) The contractor, in its proposal, provided data for various solicitation clauses, and that data has been added in this contract.

(c) Any attachments not included within this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail, as required. Technical data packages that are only available on CD-ROM will be mailed by TACOM-Warren to the ACO. Within one week of this award, any office not able to obtain attachments from TACOM's website (<https://contracting.tacom.army.mil/>) and still requiring a copy, can send an email request to the buyer listed on the front page of this contract.

(d) The following Amendment(s) to the solicitation are incorporated into this contract: N/A

[End of Clause]

A-2	52.201-4000 (TACOM)	TACOM-WARREN OMBUDSPERSON	JAN/2006
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Information regarding the TACOM-Warren Ombudsperson is located at the website <http://contracting.tacom.army.mil/acqinfo/ombudsperson.htm>

[End of Clause]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>RESEARCH AND DEVELOPMENT SERVICES</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Contractor shall furnish all the supplies and services to accomplish the tasks for the basic effort specified in Section C "Scope of Work", and as implemented by goverment issued Work Directives.</p> <p>Level of Effort: 10,926 Hours</p> <p>Total Cost: \$1,580,008.86</p> <p>(End of narrative B001)</p>				
0001AA	<p><u>RESEARCH AND DEVELOPMENT SERVICES</u></p> <p>NOUN: 4D01 WD03 C-0463 UNIV OF DEL PRON: R362C405R3 PRON AMD: 03 ACRN: AA AMS CD: 63300553300</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 SEE SECTION F</p> <p>\$ 1,580,008.86</p>				\$ 1,580,008.86
0002	<p><u>DATA ITEMS</u></p> <p>SECURITY CLASS: Unclassified</p> <p>Technical Data as set forth in Contract Data Requirements List (DD Form 1423) referred to as Exhibit A, data items A001 - A007.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>			Not Separately Priced	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<div>CONTRACTOR MANPOWER REPORTING (CMR)</div> <div>SECURITY CLASS: Unclassified</div> <div>Contractor Manpower Reporting (CMR) requirement as described in C-1, FAR Clause 52.237-4000</div> <div>Unit Identification Code: W4GGAA</div> <div>(End of narrative B001)</div>				

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B.1 ESTIMATED COST AND PAYMENT

B.1.1.1 The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B. In consideration of performance of the work specified under section C, the Government anticipates paying the Contractor the Estimated Cost amount shown. The amount shown initially includes the basic contract effort, and will be revised by the Government as appropriate to incorporate any options exercised. The estimated cost of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled " Limitation of Cost", (April 1984), FAR 52.232-20, but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.2 The contractor will be paid the estimated cost stated in Section B under CLIN 0001 for performance of work under the contract, in accordance with the terms of the contract clause entitled Cost Contract - No Fee (Apr 1984), FAR 52.216-11. The reimbursement of cost shall constitute full and complete consideration for the contractor's service in connection with the work required and performed under this contract.

B.1.3 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause entitled "Allowable Cost and Payment" (Mar 2000), FAR 52.216-7.

B.2 The Contractor may submit public vouchers biweekly for payment under this contract, subject to any withholding pursuant to provisions of this contract.

### B.3 OVERRUNS/UNDERRUNS

B.3.1 In general, the Government will address both overruns and underruns via the Limitation of Cost General Provision of the contract. To the extent consistent with law, regulation, and customer requirements, the PCO will determine whether Work Directives projecting an overrun can be used to offset those projecting an underrun.

#### B.4 RATE SCHEDULE

B.4.1 For the total available hours (Basic and Options) under this contract, the contractor shall price this effort in accordance with the rate schedule set forth below.

B.4.1.1 If the date of the basic award or option exercise

falls on or between:

The applicable Hourly Rates are:

## Est. Cost Per Hr

Award thru 30 Jun 08

Engineering/Technician Rate	\$144.61
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1 Jul 08 thru 30 Jun 09

Engineering/Technician Rate	\$150.39
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1 Jul 09 thru 30 Jun 10

Engineering/Technician Rate	\$156.41
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1 Jul 10 thru 30 Jun 11

Engineering/Technician Rate	\$163.67
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1 Jul 11 thru 30 Jun 12

Engineering/Technician Rate	\$169.17
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B.4.2 The hourly rates listed in B.4.1.1 represent the loaded labor rates, material, travel and subcontracting costs. This is a cost contract and no fees are included. If, at any time during contract performance, it is determined that additional material, travel, or subcontracting costs are required to complete the performance of the contract effort, the contractor shall notify the Government and shall include an estimate of the amount of funding that is required to

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complete the performance of the authorized hours. For purposes of this clause, material is defined as set forth in FAR clause 31.205-26. If the Government authorizes additional funds for material, travel or subcontracting costs, the appropriate funds will be added to the contract on a cost only basis.

\*\*\* END OF NARRATIVE B0001 \*\*\*

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within THIRTY (30) days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C-2	52.237-4000 (TACOM)	CONTRACTOR MANPOWER REPORTING (CMR)	FEB/2007
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The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil> . The required information includes the following:

- (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- (2) Contract number, including task and delivery order number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars paid this reporting period (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- (9) Estimated data collection cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year.

[End of Clause]

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#### C.1 SCOPE OF WORK for COMPOSITE STRUCTURES INITIATIVE

C.1.1 The Contractor, as an independent Contractor and not as an agent of the Government shall furnish the supplies and services for the level of effort (LOE) in section B to accomplish engineering and other related technical services required for the Composite Materials Technology Collaborative Program. The activities performed by the Contractor may be in support of any aspect of TARDECs mission to create a more lightweight, lethal, and survivable combat and tactical fleet.

##### C.1.2 WORK DIRECTIVE REQUIREMENTS

C.1.2.1 All work shall be performed in accordance with work directives issued by the Procuring Contracting Officer (PCO). No work shall commence until the Contractor has received a signed copy of a work directive. All work shall be performed in sequential order unless otherwise stated. Each work directive shall include the following information as a minimum:

- (1) Work Directive number and title
- (2) Reference to the applicable paragraph in section C
- (3) Objective of the Work Directive
- (4) Number of hours necessary to perform the work (includes subcontractors)
- (5) Detailed description of work to be performed
- (6) Estimated completion date(s)
- (7) Identification of applicable contract number, Contractors name and address
- (8) Identification of software, data and/or hardware to be delivered to TARDEC
- (9) Contracting Officers Signature

C.1.2.2 The Contractor shall immediately notify the PCO by telephone or e-mail if the delivery dates specified in the Work Directive will not be met and shall follow up with a written or electronic notification to the PCO and COTR.

C.1.2.3 The Government has the unilateral right to increase, decrease or prioritize the work to be performed by the issuance of Work Directives signed by the Procuring Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract. The COTR has the right to prioritize the work being performed under this contract.

C.1.2.4 If, at any time, the Contractor has reason to believe that the amount (hours, other direct costs of material, and travel) which it expects to incur in the performance of a Work Directive are insufficient, the Contractor shall provide written notification to the COTR for appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with the written notice. The Government does not authorize the Contractor to expend dollars or hours in excess of the Work Directive.

C.1.3 The Contractor shall use computer software that is compatible with Microsoft Windows 2000, Microsoft Office 2000 and Pro-E when applicable. The contractor shall utilize the Windchill Advanced Collaborative Environment (ACE), as described in C.5.3, when required under applicable work directive.

C.1.4 Generality Statement: This scope of work is intended to be general in nature and is representative of the types of efforts that may be authorized by Work Directive.

#### C.2 OVERVIEW and GENERAL TASKS/EFFORTS

C.2.1 Overview: This program intends to leverage work performed under the ARL-CCM Cooperative Agreement (DAAD19-01-02-0005). Under this SOW, the Contractor will be required to work on furthering the development and implementation of composites into Army platforms. Examples of the programs to be worked on are: a composite cab for the HEMTT A3 cab program and an all composite military vehicle(ACMV) for the ACMV program.

C.2.2 Tasks/efforts: The following are the tasks/efforts required of the Contractor under this LOE contract. This list is not all inclusive.

- (1) General Engineering
- (2) Modeling and Simulation (M&S)
- (3) Design and Engineering Analysis
- (4) Engineering Drawings
- (5) Processing
- (6) Optimization
- (7) Testing and Test Support



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C.3 GENERAL ENGINEERING: The Contractor shall conduct design or redesign efforts in accordance with standard commercial practices. Work directives may include: feasibility and trade-off studies; concepts; market studies; design efforts; redesign efforts; re-engineering efforts; development of hardware; fabrication of hardware, software and prototypes; as well as testing, as necessary. The Contractor shall fabricate, procure, install or otherwise provide, on a limited basis, hardware (prototype, development or off-the-shelf) or components, kits and assemblies that may be required to support Work Directive activity. The Contractor shall conduct applied research, develop conceptual and advanced concepts, develop engineering designs, fabricate prototype hardware, and perform laboratory, field and vehicle tests as necessary to conduct and support research and development of composite structures, kits, assemblies, etc. for Army vehicles. The Contractor shall provide necessary qualified personnel to support engineering data, test planning and technical exchange meetings as required by each Work Directive. The work performed may also include engineering support for system development.

C.3.1 MODELING and SIMULATION (M&S): When appropriate, the Contractor shall utilize standard modeling and simulation (M&S) tools, including: Computer Aided Design (CAD), Computer Aided Manufacturing (CAM), and Finite Element Analysis (FEA).

C.3.2 DESIGN AND ENGINEERING ANALYSIS: The Contractor shall be responsible to see that all analyses, as required by Work Directive, are conducted in accordance with standard commercial practices and may include: structural analysis; fatigue analysis; failure analyses; cost, schedule and performance analyses.

C.3.3 ENGINEERING DRAWINGS:

C.3.3.1 The Contractor shall prepare and maintain engineering drawings, specifications, and other technical data comprising the configuration baseline for Government approved projects under this Contract.

C.3.3.2 The Contractor shall provide exploded view drawings of hardware and assemblies when requested by work directive.

C.3.3.3 In order to expedite and make for a robust technical data package (TDP) the Contractor shall provide to the Government 3-Dimensional native drawings-CAD drawings that are accompanied by all data needed to have full control of the CAD files-and 2-Dimensional drawings when required by applicable Work Directive.

C.3.4 PROCESSING

C.3.4.1 Process Development: The Contractor shall develop all necessary processes to complete tasks pursuant to an issued Work Directive.

C.3.5 OPTIMIZATION

C.3.5.1 In accordance with the TACOMs Long Term Armor Strategy (LTAS), the Contractor, under applicable Work Directive, shall be required to structurally analyze composite structures or armor structures to ensure that the integration of add-on-armor is optimized.

C.3.5.2 Notwithstanding anything to the contrary in section C.3.5.1 the Contractor shall, under no circumstances, be required or requested to develop anything of a classified nature.

C.3.5.3 The Contractor, under applicable Work Directive, shall optimize the composite structures generated under this contract to be manufactured using low cost tooling and processes.

C.4 TESTING AND TEST SUPPORT

C.4.1 The Contractor shall conduct all tests in accordance with standard commercial practices, unless otherwise directed through Work Directive. These tests shall include: fatigue testing; structural testing; static, dynamic and cyclic loading; tensile testing; compression testing; fracture toughness; other standard commercial tests; and any tests required by applicable Work Directive.

C.4.2 If testing is required or desired to be performed at a Government facility or proving ground the Contractor shall be responsible for making all the necessary arrangements for said tests.

C.5 PROGRAM MANAGEMENT

C.5.1 Data Deliverables: As specified in Exhibit A, DD Form 1423 Contract Data Requirements List (CDRL), data items # A001, A002,

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A003, A004, A005, A006, and A007: The Contractor shall prepare, reproduce, assemble, package and deliver data items, including quarterly progress and status reports (costs, schedule, contractual management and work directive status), work directive final reports, conference and meeting minutes, test results, product drawings, software, and presentation materials.

C.5.1.1 Contractors Progress, Status and Management Report, subtitled Cost and Performance Reports: The Contractor shall submit quarterly reports in accordance with data item A001. These reports shall provide the Government with the means to evaluate and monitor the progress made by the contractor, in terms of cost and performance, in accomplishing assigned tasks, under Work Directive.

C.5.1.2 Scientific and Technical Reports, subtitled Work Directive Final Reports: The Contractor shall submit Work Directive final reports in accordance with data item A002. The reports shall describe to the analytical and scientific community the precise nature and results of the tasks pursued under the Work Directive. The discussion shall describe the technical issues pertinent to the task completely and detail the necessary steps, if any, required to further improve the item or study requested in the Work Directive.

C.5.1.3 Conference Minutes, subtitled All Conference and Meeting Minutes: The Contractor shall prepare and provide meeting minutes in accordance with data item A003. The Contractor shall develop, generate and provide minutes that document technical information, program information, and data required to record decisions and agreements reached during COTR meetings, any meetings with Government personnel, meetings with subcontractors, and email or telephone discussions during which conclusions or program direction decisions are made, or new information is discovered or clarified.

C.5.1.4 Scientific and Technical Reports, subtitled Test Results: The Contractor shall prepare and provide the COTR with test results in accordance with data item A004. The test results will demonstrate the fatigue performance, load carrying capability, thermal expansion, and other properties to determine whether the physical properties of the components/assemblies tested meet the weight and structural requirements of the particular system.

C.5.1.5 Product Drawings/Models and Associated Lists: The Contractor shall deliver Product Drawings/Model and Associated Lists in accordance with data item A005. The Contractor shall deliver these materials within fourteen (14) days of the date of request, or as indicated by applicable Work Directive.

C.5.1.6 Software: If the Contractor generates any new software or enhances commercially available software through the addition of new routines, functions, etc., in the course of executing tasks under applicable Work Directive, then the Contractor shall deliver the software to the Government, in accordance with data item A006.

C.5.1.7 Presentation Materials: The Contractor shall deliver presentation materials upon request and within fourteen (14) days of the request, in accordance with data item A007.

C.5.2 Access to Data: The Contractor agrees to provide access to all records and data. The Government shall have the right to access all records and data, to require delivery of any such records and data and to retain any delivered records and data.

C.5.3 Advanced Collaborative Environment (ACE): The Contractor shall use the existing government furnished Advanced Collaborative Environment from TARDEC to facilitate all collaboration and information sharing between Composite Structures Initiative participants when required under applicable work directive. The TARDEC ACE is based on PTCs Windchill suite. The ACE will be used as an information sharing/collaboration environment that provides controlled, distributed access to all designated Composite Structures Initiatives and product information, both released and in work, and work flows to facilitate the programs business processes. The ACE will be the single authoritative source for all designated Composite Structures Initiative information. The ACE will be used by all designated Composite Structures Initiative participants including subcontractors, as necessary, to facilitate real-time distribution and controlled access during program execution (beginning day 1). The Information types that will be managed by the ACE include documents/reports, program management data, meeting-related information, modeling and simulation/analysis data, product data/Technical Data Packages, manufacturing information, and test data, in accordance with the programs data classification guide. The ACE will provide iteration histories and multiple levels of access control for all managed information. The ACE will also enable both desktop computer visualization and virtual design reviews of product data. The collaboration features will support focused tasks to be isolated (data and invited participants) within separate activities/projects from the larger program-level context and support threaded discussions, local actions, and in-work files.

C.6 MEETINGS

C.6.1 The post-award Start of Work meeting shall be convened by the Contractor within thirty (30) days after the contract award at the Contractors facility or the Governments facility at the COTRs determination.

C.6.2 The Contractor shall provide administrative support, such as coordination of the meeting, scheduling the location,

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preparation of information being presented and providing minutes. As a minimum, management meetings between the Government and the Contractor will be held annually. Location of these meetings may alternate between TARDEC and the Contractors facility at the Governments option.

C.6.3 The Contractor shall be required to conduct project reviews at the Contractors facility, sub-contractor/vendor facility or any Government facility. The Contractor shall attend and take part in those meetings, no more than 3 per year, and prepare minutes per data item A003 of CDRL DD Form 1423. An agenda will be coordinated between TARDEC and the Contractor prior to contractor hosted reviews and shall include information per Section H.3.

C.6.4 Meeting minutes are due within four (4) working days following a meeting, as specified in Exhibit A, per DD form 1423 Contract Data Requirements List, data item A003. The Contractor shall develop/generate minutes that document technical information and data required to record decisions and agreements reached during meetings to include: meetings with Government personnel, meeting with sub-contractors, E-mail or telephone discussions during which conclusion or program direction decisions are made, or new information is discovered or clarified.

C.7 SECURITY CLEARANCES

C.7.1 Some Contractor personnel may require a security clearance during the execution of this LOE contract. The Contractor shall submit a list to the COTR containing the Contractors recommendations for individuals whom the Contractor deems necessary to obtain a security clearance after award of this contract, if such a clearance becomes required. The COTR will review and approve the list, but retains the unilateral right to add, delete, or change any of the recommendations.

C.7.2 Notwithstanding anything to the contrary in section C.7.1, the Contractor shall not be required to have a classified facility; to perform classified research; or to receive classified materials.

C.7.3 Export Control. No aspects of the Export Control laws and regulations can be waived or are waived by virtue of this contract. The contractor is advised that the responsibility to comply with export control requirements belongs solely to the contractor.

\*\*\* END OF NARRATIVE C0001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0142 <b>MOD/AMD</b>	<b>Page 12 of 34</b>
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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION (Alternate I version dated April 2005)	JUN/2005

NOTE: Paragraph (a) comes after paragraphs (b) through (d) below. It was placed there because it's content is inconsequential as none of the definitions contained therein are used in this Alternate I version of this DFARS clause.

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- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) For each item delivered under a contract line, subline, or exhibit line item under paragraph (b) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report the Governments unit acquisition cost.
- (d) The Contractor shall submit the information required by paragraph (c) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

- Concatenated unique item identifier means
- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
  - (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

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Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html)

[End of Clause]

D-2	252.211-7006	RADIO FREQUENCY IDENTIFICATION (reflects DoD Class Deviation 2006-00003)	MAY/2006
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Note: This clause requires contractors to affix passive (as defined in the clause) RFID tags at the case and palletized unit load level when shipping parts to the depots shown in paragraph b(1)(ii) below. "New Cumberland" is a part of Susquehanna. Shipments to New Cumberland require RFID tagging where the DoDAAC is either W25G1U or SW3124. Procurement Technical Assistance Centers (PTACs) <http://www.dla.mil/db/procurem.htm> can assist contractors with this RFID requirement. Check with one in your region.

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.

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- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code\'99 (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal\'99 means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until February 27, 2007, the acceptable tags are

- (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and

- (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

- (2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)

- (1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that

- (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I   Packaged operational rations.

- (B) Class II   Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

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(C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV Construction and barrier materials.

(E) Class VI Personal demand items (non-military sales items).

(F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents).

(G) Class IX Repair parts and components including kits, assemblies and subassemblies, reparable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

(A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.

(B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.

(C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.

(D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.

(E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.

(J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.

(L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.

(M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.

(2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

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(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at [http://www.epcglobalinc.org/standards\\_technology/specifications.html](http://www.epcglobalinc.org/standards_technology/specifications.html).

(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at [http://www.acq.osd.mil/log/rfid/advance\\_shipment\\_ntc.htm](http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm).

[End of Clause]

#### D.1 Packaging and Packing:

All items deliverable under this Contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at destination without damage or loss.

#### D.2 Software Marking:

The Contractor shall ensure that all technical data deliverable under this contract is identified by the contractor's name and address and, where applicable, the name and address of the subcontractor who generated the data.

\*\*\* END OF NARRATIVE D0001 \*\*\*



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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT--COST-REIMBURSEMENT (Alternate I dated April 1984)	MAY/2001

E.1 Inspection and Acceptance

The Contracting Officer's Representative (COR) is responsible for the inspecting and accepting or rejecting all hardware, software, reports, and deliverables, submitted by the Contractor to the Government, at destination, in accordance with the terms of this Contract.

\*\*\* END OF NARRATIVE E0001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

DELIVERIES/PERFORMANCE

F.1 DELIVERY POINT (TACOM)

F.1.1 All deliveries shall be made in accordance with the Contract, the Contract Data Requirements List, DD 1423, or as otherwise directed by the Contracting Officer or authorized representative and shall be packaged and marked in accordance with Section D.

F.1.2 Unless otherwise directed either elsewhere in this contract or in a work directive, any deliveries requiring a physical address shall be shipped to:

U.S. Army Tank-Automotive and Armaments Command  
ATTN: John Stepowski  
AMSRD-TAR-N, MS 233  
6501 E. 11 Mile Rd  
Warren, MI 48397-5000

F.2 METHOD OF DELIVERY

All deliveries shall be made on an FOB Destination basis.

F.3 PERIOD(S) OF PERFORMANCE

F.3.1 The total period of performance of this contract shall be five (5) years from the date of award, including options (Section H.1).

F.3.2 The period of performance for each work directive under this contract, including preparation and delivery of all reports, shall be completed in accordance with the time frames specified in individually approved work directives, not to exceed the total period of contract performance.

F.4 CONFLICTS

In the event of a conflict between this Section F and Section B of the Contract, this Section F shall control. Questions of interpretation shall be resolved by the Government's Procuring Contracting Officer.

\*\*\* END OF NARRATIVE F0001 \*\*\*

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	OBLG ACRN STAT	ACCOUNTING CLASSIFICATION	JOB ORDER NUMBER	ACCOUNTING STATION	OBLIGATED AMOUNT
0001AA	R362C405R3 63300553300	AA 1 21	62040000066N6N7EP6330052516 S20113	62C405	W56HZV \$	1,580,008.86
						TOTAL \$ 1,580,008.86

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 62040000066N6N7EP6330052516 S20113	W56HZV	\$ 1,580,008.86
				TOTAL \$ 1,580,008.86

ACRN	EDI ACCOUNTING CLASSIFICATION			
AA	21	060720400000	S20113	66N6N7E633005533002516 62C405S20113 W56HZV
		Regulatory Cite	Title	Date
G-1		252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2		52.242-4016	COMMUNICATIONS	MAY/2000

Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: John Stepowski  
E-mail: john.stepowski@us.army.mil  
The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:  
ACO: Deborah G. White  
E-mail: whited@onr.navy.mil

Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-3	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-4	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
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When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-5	52.204-4011	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE	OCT/2005
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(TACOM)

(DFAS)

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G-6

52.227-4004

RELEASE OF INFORMATION

OCT/2003

(TACOM)

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Sep 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at [http://www.usapa.army.mil/pdffiles/r360\\_1.pdf](http://www.usapa.army.mil/pdffiles/r360_1.pdf).

[End of clause]

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G-7

52.232-4005

INVOICE INFORMATION REQUIREMENT

JAN/1988

(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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G-8

52.242-4011

WORK DIRECTIVES

FEB/1998

(TACOM)

- (a) All work under this contract shall be performed in accordance with Work Directives signed by the Contracting Officer. Each Work Directives shall include, but not necessarily be limited to, the following information:

(1) Reference to specific requirement(s) of Section C of this Contract under which the work is to be performed.

(2) Objective of the work to be performed.

(3) Number of hours to accomplish the work.

(4) Estimated completion date as applicable.

(5) Identification of the Contract Line Item Number (CLIN) under which the work is to be performed.

(6) Relative priority of the work to be performed, if applicable. Work shall be performed in sequential order unless otherwise stated.

(b) The Government has the unilateral right to increase, decrease and prioritize the work to be performed hereunder by the issuance of Work Directives by the Contracting Officer. It is understood and agreed that such adjustments shall be made within the general scope of work and level of effort of the contract and without equitable adjustment thereto.

(c) If, at any time, the Contractor has reason to believe that the hours which it expects to incur in the performance of a Work Directive, when added to all hours incurred previously in performance of such Work Directive, shall exceed the estimated total hours set forth in the Work Directive, the Contractor shall notify in writing the Procuring Contracting Officer and Technical Representative for their appropriate action. The Contractor shall furnish a revised statement of total hours to complete such work together with said notice. Said notice must be furnished as early as possible and prior to the incurrence of additional hours.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-6	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-8	252.225-7006	QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2005
H-9	252.225-7013	DUTY-FREE ENTRY	JUN/2005
H-10	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-11	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
H-14	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-15	252.246-7001	WARRANTY OF DATA	DEC/1991
H-16	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
(a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.			
(b) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-			
(1) The offer exceeds \$10 million in value; and			
(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-			
(i) Exceeds \$500,000 in value; and			
(ii) Could be performed inside the United States or Canada.			
(c) Information to be reported includes that for-			
(1) Subcontracts;			
(2) Purchases; and			
(3) Intracompany transfers when transfers originate in a foreign location.			
(d) The offeror shall submit the report using-			
(1) DD Form 2139, Report of Contract Performance Outside the United States; or			
(2) A computer-generated report that contains all information required by DD Form 2139.			
(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.			

[End of Clause]

H-17 252.227-7039 PATENTS -- REPORTING OF SUBJECT INVENTIONS APR/1990  
The Contractor shall furnish the Contracting Officer the following:

- (a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.
- (b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

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(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-18      52.204-4005      REQUIRED USE OF ELECTRONIC CONTRACTING      SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>  
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/dbi/DynCBD/award.cfm>  
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>  
Anniston Army Depot: <http://www.anadprocnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-19      52.216-4008      STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS (TACOM)      JUN/1989

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINS contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

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(End of clause)

H-20      52.246-4026      LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS      SEP/2006  
(TACOM)

(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

#### SPECIAL PROVISIONS

##### H.1 OPTION FOR ADDITIONAL LEVEL OF EFFORT

H.1.1 The Government shall have the unilateral right to increase the contract Level-of-Effort (LOE) by up to 269,074 additional hours, as follows:

H.1.1.1 The Government may exercise the option in any number of increments at any time but not later than sixty (60) months after contract award, in accordance with the rate schedule listed in Section B.4.1.1.

H.1.1.2 The period of performance for the work to be done shall be as specified in the work directives.

H.1.1.3 The Government may exercise the option by adding to any existing CLIN, or by establishing a new CLIN.

##### H.2 GOVERNMENT FURNISHED INFORMATION (GFI):

GFI will be provided to the contractor as required by individual work directive(s).

##### H.3 TECHNICAL AND COST STATUS REVIEWS

Formal technical and cost status reviews shall be held as needed to inform the Government (COTR and staff) of the technical details, current problems, schedule status and cost status of each current work directive. The contractor shall also present the overall cost status of the contract at these reviews. The Government reserves the right to call these technical and cost status reviews as needed to discuss specific cost or technical issues. Not more than three (3) such reviews per year are anticipated. Reviews may be held at the contractor's facility or at TACOM as deemed necessary by the COTR and may included as part of the project review.

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H.4 CERTIFICATION OF PRIOR EFFORT

For efforts established by work directive, the contractor shall certify that he has knowledge of the subject matter and that he can perform the requirements of the work directive. The certification shall be executed and received by the Contracting Officer no later than three (3) working days after receipt of the executed work directive.

H.5 SUBCONTRACTING PLAN

University of Delaware's subcontracting plan dated 16 February 2007 and approved on 16 March 2007, is incorporated by reference to this contract.

H.6 PRE-CONTRACT COSTS

The Government recognizes that in anticipation of the issuance of this contract and the urgency of the program itself, the contract has incurred costs since 1 December 2006. Such costs, to the maximum of \$437,000, are allowable to the extent that they would have been allowable and allocable, if incurred after the date of contract award and in accordance with FAR 31.205-32.

H.7 DISCLOSURE OF INFORMATION

All unclassified information proposed for release outside the contractor's organization shall be submitted to the Contracting Officer for review and approval. The Contracting Officer shall grant approval for disclosure of information pursuant to DFARS Clause 252.204-7000 (Disclosure of Information), incorporated by reference in this Contract, except where the Contracting Officer, in his or her sole discretion, determines that denying such approval is required:

- (1) to prevent the disclosure of Government-sensitive national security information, including operational security information;
- (2) to prevent the inadvertent disclosure of information covered by a legal privilege;
- (3) to ensure the protection of intellectual property rights; or
- (4) to prevent the adverse effect on the national interest, the conduct of Army programs, or the privacy of individuals.

The parties agree that this Special Provision is NOT a basis for excluding the University of Delaware from compliance with the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR), with regard to this contract. The University of Delaware agrees to comply with these and all other export control requirements with regard to this contract.

This Special Provision shall not flow down to any subcontractors, except that the requirement for ITAR compliance or EAR compliance shall flow down to all subcontractors.

\*\*\* END OF NARRATIVE H0001 \*\*\*



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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-2 (ALT I)	SECURITY REQUIREMENTS (ALTERNATE I (APR 1984))	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2 (ALT II)	AUDIT AND RECORDS - NEGOTIATION (ALTERNATE II--APR 1998)	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-19	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT note: Delete from paragraph (a) the words SUBPART 31.2 and substitute SUBPART 31.3	DEC/2002
I-22	52.216-11	COST CONTRACT--NO FEE (ALTERNATE I (1984 APR))	APR/1984
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-28	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-29	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-30	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-31	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-32	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-33	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
I-34	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-35	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-38	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-39	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-40	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-41	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.230-5	COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTIONS	APR/1998
I-43	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-44	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-45	52.232-17	INTEREST	JUN/1996
I-46	52.232-20	LIMITATION OF COST	APR/1984
I-47	52.232-25	PROMPT PAYMENT	OCT/2003

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I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.232-23 (ALT 1)	ASSIGNMENT OF CLAIMS (Alternate I version dated April 1984)	JAN/1986
I-50	52.233-1	DISPUTES	JUL/2002
I-51	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-52	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-53	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-54	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-55	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-56	52.242-13	BANKRUPTCY	JUL/1995
I-57	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-58	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-59	52.244-2	SUBCONTRACTS	AUG/1998
I-60	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-61	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-62	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-63	52.249-5	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)	SEP/1996
I-64	52.249-14	EXCUSABLE DELAYS	APR/1984
I-65	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-66	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-67	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-68	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-69	252.209-7005	MILITARY RECRUITING ON CAMPUS	JAN/2000
I-70	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	NOV/2005
I-71	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-72	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-73	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-74	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (Alternate I dated April 2003)	JUN/2005
I-75	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAR/2006
I-76	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUL/2006
I-77	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
I-78	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-79	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-80	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-81	252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE	JUN/1995
I-82	252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-83	252.227-7026	DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-84	252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE	APR/1988
I-85	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-86	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-87	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-88	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-89	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	NOV/2005
I-90	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
I-91	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection,

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transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-92                      52.223-7                      NOTICE OF RADIOACTIVE MATERIALS                      JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

[End of Clause]

I-93                      52.204-7                      CENTRAL CONTRACTOR REGISTRATION                      JUL/2006

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record ``Active''. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

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(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.  
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-94	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
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(a) Definition. As used in this clause--  
  
United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration,

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0142 <b>MOD/AMD</b>	<b>Page</b> 30 <b>of</b> 34
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or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov> .

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0142 <b>MOD/AMD</b>	<b>Page 31 of 34</b>
<b>Name of Offeror or Contractor:</b> UNIVERSITY OF DELAWARE		

I-95	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
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(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-96	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-97	252.223-7001	HAZARD WARNING LABELS	DEC/1991
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(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)

ACT

_____	_____
_____	_____

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-07-C-0142 <b>MOD/AMD</b>	<b>Page 32 of 34</b>
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**Name of Offeror or Contractor:** UNIVERSITY OF DELAWARE

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

I-98      252.225-7015      RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS      JUN/2005

Hand or measuring tools delivered under this contract shall be produced in the United States or its outlying areas.

[End of Clause]

I-99      252.247-7024      NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA      MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-100      52.204-4009      MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION      MAR/2005  
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:  
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-07-C-0142 <b>MOD/AMD</b>	<b>Page 33 of 34</b>
<b>Name of Offeror or Contractor:</b> UNIVERSITY OF DELAWARE		

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

I-101                    52.219-4070                    PILOT MENTOR-PROTEGE PROGRAM                    APR/2006

(a) The Pilot Mentor-Protege Program does not apply to small business concerns.

(b) Utilization of the Pilot Mentor-Protege Program (hereafter referred to as the Program) is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

(c) Mentor firms are encouraged to identify and select concerns that are defined as emerging small business concerns, small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, veteran-owned small business or an eligible entity employing the severely disabled.

(d) Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor protege/](http://www.acq.osd.mil/sadbu/mentor%20protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(e) For additional questions after reviewing the information provided, contact the Office of Small Business Programs serving your area.

[End of Clause]

Name of Offeror or Contractor: UNIVERSITY OF DELAWARE

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423)	12-JAN-2007	006	EMAIL
Attachment 0001	SMALL BUSINESS SUBCONTRACTING PLAN (IBR)	16-MAR-2007	007	EMAIL

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002  
B. EXHIBIT: A  
C. CATEGORY:  
D. SYSTEM/ITEM: Composite Structures Initiative  
E. SOLICITATION/PR NO.: W56HZV-06-R-0478  
CONTRACT NO.: W56HZV-07-C-0142  
F. CONTRACTOR: University of Delaware Center for Composite Materials, CAGE 015X1

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1. DATA ITEM NO. A001
2. TITLE OF DATA ITEM: Contractors Progress, Status and Management Report
3. SUBTITLE: Cost and Performance Reports
4. AUTHORITY DI-MGMT-80227(T)
5. CONTRACT REFERENCE: C.5.1.1
6. REQUIRING OFFICE: AMSRD-TAR-N/233
7. DD250: LT
8. APP CODE: N/A
9. DIST. STATEMENT: D, see BLK 16
10. FREQUENCY: QTRLY, see BLK 16
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: 90 DAC
13. DATE OF SUBS. SUB: see BLK 16

14. DISTRIBUTION:	A. ADDRESSEES	B. COPIES:	Draft	FINAL
	Mr. John Stepowski, COTR, E-mail: john.stepowski@us.army.mil			1
	Ms. Sherri Henderson, Contracting Specialist, E-mail: sherri.henderson@us.army.mil			1
	Cognizant ACO, DCMA			1
		15. TOTAL:		3

16. a. REMARKS: Contractor shall submit via email, cost and performance reports, on a quarterly basis. These reports shall provide the Government with the means to evaluate and monitor the progress made by the contractor, in terms of cost, schedule, contractual management, and performance. In addition these reports shall inform the Government on Work Directive status and existing or potential problem areas.

BLK 9: This statement shall appear on all correspondence, Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only.

BLK 12: The first cost and performance report will be due one hundred five (105) days after the award of the contract.

BLK 13: Each reporting period is ninety (90) days and each report submission is due fifteen (15) days after the reporting period.

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." See DID DI-MGMT-80227, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0001/48/17/DI80227.PD8>

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1. DATA ITEM NO. A002  
2. TITLE OF DATA ITEM: Scientific and Technical Reports  
3. SUBTITLE: Work Directive Final Reports  
4. AUTHORITY: DI-MISC-80711A(T)  
5. CONTRACT REFERENCE: C.5.1.2  
6. REQUIRING OFFICE: AMSRD-TAR-N/233  
7. DD250 REQ: DD  
8. APP CODE: A, See BLK 16  
9. DIST. STATEMENT REQUIRED: D, see BLK 16  
10. FREQUENCY: See BLK 16  
11. AS OF DATE: N/A  
12. DATE OF FIRST SUB: See BLK 16  
13. DATE OF SUBS. See BLK 16

14. DISTRIBUTION:	A. ADDRESSEES	B. COPIES:	Draft	FINAL
	Mr. John Stepowski, COTR, E-mail: john.stepowski@us.army.mil		1	1
	Ms. Sherri Henderson, Contracting Specialist, E-mail: sherri.henderson@us.army.mil			1
	Cognizant ACO, DCMA			1
		15. TOTAL:	1	3

16. a. REMARKS: The Contractor shall submit via email technical reports that describe to the analytical and scientific community the precise nature and results of the tasks pursued under the work directive. The discussion shall describe completely the technical details pertinent to the task and detail the necessary steps, if any, required to further improve the item or study requested in the Work Directive.

BLK 8: The requiring office is the approval authority for these reports. The contractor shall submit a draft report within thirty (30) days after the close of a Work Directive. The Government will have fifteen (15) days to review the draft. The draft and any Government comments will be sent back to the contractor for changes. The contractor shall have fifteen (15) days to make changes, if applicable, and submit a final report. The Government will have seven (7) days to approve the final report, if after seven (7) days the Government has failed to approve or disapprove the report, the report will be deemed approved by default. If the approval authority disapproves the final report the contractor shall have seven (7) days to amend the report and resubmit it per the Governments comments. Note that all report versions shall be submitted with a completed Standard Form (SF) 298 (Report Documentation Page) as the reports cover page.

BLK 9: This statement shall appear on all correspondence, Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only.

BLK 10: Once per Work Directive, following the procedure of BLK 8.

BLK 12: The first submission will be a draft report due thirty (30) days after the close of the first Work Directive.

BLK 13: Subsequent Work Directive Final Reports shall be submitted after the close of each Work Directive, following the procedure of BLK 8.

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-FNCL-80711A , "Contractor's Scientific and Technical Report." The COTR is responsible for accepting or rejecting the "Contractor's Scientific and Technical Report. See DID DI-MISC-80711A, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0002/27/88/80711A.PD4>

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1. DATA ITEM NO. A003  
2. TITLE OF DATA ITEM: Conference Minutes  
3. SUBTITLE: Conference and Meeting Minutes  
4. AUTHORITY: DI-ADMN-81250A(T)  
5. CONTRACT REFERENCE: C.5.1.3  
6. REQUIRING OFFICE: AMSRD-TAR-N/233

7. DD250 REQ: LT  
8. APP CODE: N/A  
9. DIST. STATEMENT REQUIRED: D, see BLK 16  
10. FREQUENCY: See BLK 16  
11. AS OF DATE: N/A  
12. DATE OF FIRST SUB: See BLK 16  
13. DATE OF SUBS. See BLK 16

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Mr. John Stepowski, COTR, E-mail: john.stepowski@us.army.mil				1
		15. TOTAL:		1

16. REMARKS:

a. The contractor shall develop/generate and provide to the Government COTR meeting minutes that document the technical/program information and data required to record decisions and agreements reached during meetings to include: meetings with Government personnel, meetings with subcontractors, email or telephone discussions during which conclusions or program direction decisions are made, or new information is discovered or clarified.

BLK 9: This statement shall appear on all correspondence, Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only.

BLK 10: The frequency shall be as required, requested or when appropriate.

BLK 12: The first submission shall be seven (7) days after occurrence of the first meeting or conference.

BLK 13: Subsequent submissions of meeting minutes shall be due within seven (7) days following the occurrence of any meeting or conference.

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-ADMN-81250A, "Conference Minutes". See DID DI-ADMN-81250A, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0001/73/96/81250A.PD2>

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1. DATA ITEM NO. A004  
2. TITLE OF DATA ITEM: Scientific and Technical Report  
3. SUBTITLE: Test Results  
4. AUTHORITY: DI-MISC-80711A(T)  
5. CONTRACT REFERENCE: C.5.1.4  
6. REQUIRING OFFICE: AMSRD-TAR-N/233  
7. DD250 REQ: LT  
8. APP CODE: N/A  
9. DIST. STATEMENT REQUIRED: D, see BLK 16  
10. FREQUENCY: ASREQ, see BLK 16  
11. AS OF DATE: N/A  
12. DATE OF FIRST SUB: see BLK 16  
13. DATE OF SUBS: see BLK 16

14. DISTRIBUTION:	A. ADDRESSEES	B. COPIES:	Draft	FINAL
Mr. John Stepowski, COTR, E-mail: john.stepowski@us.army.mil				1
		15. TOTAL:		1

16. REMARKS:

a. The contractor shall prepare and provide Test Results for any testing performed under this contract. Anticipated tests include: fatigue performance, load carrying capability, thermal expansion, and other properties to determine whether the physical properties of the components/assemblies tested meet the weight and structural requirements of the particular system. Depending on the specific component, test results shall include any of the following: weight, strength, stiffness, fatigue performance, ballistic performance, live fire, deflection, joint strength, weld strength, or additional test results as required in each individual work directive. Note that all reports should be submitted with a completed Standard Form (SF) 298 (Report Documentation Page) as the reports cover page.

BLK 9: This statement shall appear on all correspondence, Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only.

BLK 10: The frequency of these reports shall be As REQuired (ASREQ). This means that the reports shall only be submitted after testing and analyses, as defined by test plans developed under Work Directive, are complete. The Government reserves the right to request a test report prior to the completion of all tasks in a test plan should there be an urgent need for the data and conclusion to support mission requirements.

BLK 12: The first submission shall be no later than (NLT) thirty (30) days after completion of the first test plan under this contract.

BLK 13: Subsequent submission shall be due NLT thirty (30) days following the completion of subsequent test plans under this contract.

b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-FNCL-80711A , "Contractor's Scientific and Technical Report." The COTR is responsible for accepting or rejecting the "Contractor's Scientific and Technical Report. See DID DI-MISC-80711A, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0002/27/88/80711A.PD4>

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1. DATA ITEM NO. A005
2. TITLE OF DATA ITEM: Product Drawings/Model and Associated Lists
3. SUBTITLE: N/A
4. AUTHORITY: DI-SESS-81000C
5. CONTRACT REFERENCE: C.5.1.5
6. REQUIRING OFFICE: AMSRD-TAR-N/233
7. DD250 REQ: NO
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: D, see BLK 16
10. FREQUENCY: ASREQ, see BLK 16
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: see BLK 16
13. DATE OF SUBS: see BLK 16

14. DISTRIBUTION:	A. ADDRESSEES	B. COPIES:	Draft	FINAL
Mr. John Stepowski, COTR, E-mail:	john.stepowski@us.army.mil			1
		15. TOTAL:		1

16. REMARKS:  
a. The Contractor shall deliver Product Drawings/Model and Associated Lists, including exploded view drawings. The Contractor shall deliver these materials within fourteen (14) days after completion or as requested.

BLK 9: This statement shall appear on all correspondence, Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only.

BLK 10: The frequency of these reports shall be AS REQuired (ASREQ), or as defined in applicable Work Directive.

BLK 12: The first submission shall be no later than (NLT) fourteen (14) days after completion or of the first request for such data, as indicated in applicable Work Directive.

BLK 13: Subsequent submissions shall be due NLT fourteen (14) days after subsequent requests, or as indicated in applicable Work Directives.

b. Drawings must be in full accordance with Data Item Description (DID) DI-SESS-81000C ("Product Drawings/Models and Associated Lists"), as well as MIL-DTL-31000C (Detail Specification for Technical Data Packages). The Contractor shall submit 3-dimensional models of the items developed under this contract. Files must be generated using Pro/E, or be capable of being imported into Pro/E and other applications without significant data loss.

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1. DATA ITEM NO. A006
2. TITLE OF DATA ITEM: Software
3. SUBTITLE: N/A
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.5.1.6
6. REQUIRING OFFICE: AMSRD-TAR-N/233
7. DD250 REQ: NO
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: D, see BLK 16
10. FREQUENCY: ASREQ, see BLK 16
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: see BLK 16
13. DATE OF SUBS: see BLK 16

14. DISTRIBUTION:	A. ADDRESSEES	B. COPIES:	Draft	FINAL
Mr. John Stepowski, COTR, E-mail: john.stepowski@us.army.mil				1

15. TOTAL:	1
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16. REMARKS: If the Contractor generates any new software or enhances commercially available software through the addition of new routines, functions, etc., in the course of executing tasks under applicable Work Directive, then the Contractor shall deliver the software to the Government.

BLK 9: This statement shall appear on all correspondence, Distribution Statement D: Distribution authorized to the Department of Defense and U.S. DoD contractors only.

BLK 10: The frequency of these submissions shall be As Required (ASREQ).

BLK 12: ASREQ

BLK 13: ASREQ

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1. DATA ITEM NO. A007
2. TITLE OF DATA ITEM: Presentation Materials
3. SUBTITLE: N/A
4. AUTHORITY: N/A
5. CONTRACT REFERENCE: C.5.1.7
6. REQUIRING OFFICE: AMSRD-TAR-N/233
7. DD250 REQ: NO
8. APP CODE: N/A
9. DIST. STATEMENT REQUIRED: D, see BLK 16
10. FREQUENCY: ASREQ, see BLK 16
11. AS OF DATE: N/A
12. DATE OF FIRST SUB: see BLK 16
13. DATE OF SUBS: see BLK 16

14. DISTRIBUTION				
A. ADDRESSEES	B. COPIES:	Draft	FINAL	
Mr. John Stepowski, COTR, E-mail: john.stepowski@us.army.mil				1

15. TOTAL:	1
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16. REMARKS:

a. The Contractor shall deliver presentation materials upon request and within fourteen (14) days of the date of request.

b. Presentation materials may contain pictures, project information, and data about the physical characteristics of the systems designed or developed under the contract such as weight, material properties, ballistic and blast properties, cost, etc.

\*\*\*\*\*THE FOLLOWING APPLIES TO ALL OF THE DATA ITEMS LISTED ABOVE\*\*\*\*\*

Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

- (1) Files readable using Microsoft PowerPoint XP(TACOM can currently read OFFICE XP Professional\* and lower).
- (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
  - (a) The above formats may be submitted in compressed form using self-extracting files.
  - (b) Files may be read-only, password protected.
  - (c) Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include CD-ROM or a Parcel Post type of file sending system. Identify the software application and version used to create each file submitted.
- (4) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary; however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."
- (5) CD ROM via U.S. Mail or other carrier. The Contractor shall label all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and CD ROM. Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

DD FORM 1423-E, MAY 99